

DOCKET NO. 16226
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TERMS AND CONDITIONS

7.1.1 The Parties liability to each other during any Contract Year resulting from any and all causes, other than as specified below in Sections 7.3.1 and 7.3.3, following, and for willful or intentional misconduct (including gross negligence), will not exceed the total of any amounts due and owing to AT&T pursuant to Section 46 (Performance Criteria) and the Attachment referenced in that Section, plus the amounts charged to AT&T by SWBT under this Agreement during the Contract Year in which such cause accrues or arises. For purposes of this Section, the first Contract Year commences on the first day this Agreement becomes effective and each subsequent Contract Year commences on the day following that anniversary date.

30.2 SWBT will not, of its own volition, file a tariff or make another similar filing which supersedes this Agreement in whole or in part. SWBT will take all steps reasonably necessary to ensure that any SWBT tariff or other SWBT filing preserves for AT&T the full benefit of its rights, and SWBT's obligations to AT&T, as provided in this Agreement. SWBT will make no filings which are inconsistent with this commitment. This Section is not intended to apply to any SWBT tariffs or filings which do not affect AT&T's rights or SWBT's obligations to AT&T under this Agreement.

31.1 If at any time while this Agreement is in effect, SWBT enters into an agreement with another party to provide Resale services, Network Elements or Combinations at prices, terms or conditions different from those available under this Agreement, then AT&T, at its discretion, may adopt prices, terms or conditions offered to that other party in place of the prices, terms or conditions in this Agreement. AT&T may exercise this option by delivering written notice to SWBT. SWBT will thereafter continue to provide Resale services, Network Elements or Combinations to AT&T, as required by this Agreement, subject to the prices, terms, or conditions of such other agreement.

32.7 Subject to SWBT's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, AT&T may inspect SWBT's books, records and other documents related in any way to the Resale services, Network Elements or Combinations provided to AT&T for the purpose of evaluating SWBT's compliance with the terms and conditions of this Agreement. In addition to the financial audit rights provided above, AT&T may employ other persons or firms for this purpose. AT&T will bear the reasonable expenses associated with this inspection. Subsequent audits will be schedule when and if cause is shown.

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ATTACHMENT 1: RESALE

- 5.1 In each state AT&T may resell Resale services to provide telecommunications services to any and all categories of subscribers, unless that state's commission determines otherwise as to a service obtained at wholesale rates. AT&T will not resell to business customers SWBT's Resale services that are restricted by SWBT's tariffs to use by residential subscribers. SWBT is not required to make services available for resale at wholesale rates to AT&T for its own use. AT&T may only resell Lifeline Assistance, Link-Up, and other like services to similarly situated customers who are eligible for such services. Further, to the extent AT&T resells services that require certification on the part of the buyer, AT&T will ensure that the buyer has received proper certification and complies with all rules and regulations as established by the Commission. SWBT will not prohibit, nor impose unreasonable or discriminatory conditions or limitations on the resale of its Telecommunications Services.

APPENDIX CUSTOMIZED ROUTING - RESALE

- 1.4 SWBT will make available to AT&T the ability to route Directory Assistance and Operator Services calls (1+411, 0+411, 0- and 0+ Local, 0+IntraLATA toll, 0+HPNA-555-1212(IntraLATA), 1+HNPA-555-1212(IntraLATA)) dialed by AT&T Customers directly to the AT&T Directory Assistance and Operator Services platform. If the State Commission rules or the Parties agree that AT&T is entitled to IntraLATA toll on resale services and unbundled switch elements, SWBT agrees to customized routing of the following types of calls: 0+IntraLATA toll, 0+HNPA-555-1212 (IntraLATA), 1+HNPA-555-1212 (IntraLATA).
- 1.6 SWBT will provide the functionality and features within its local switch (LS) or Access Tandem (AT) to route AT&T customer-dialed Directory Assistance local and IntraLATA calls to AT&T designated trunks via Feature Group D signaling or as the Parties may otherwise agree, for direct-dialed calls (e.g., sent paid).
- 1.7 SWBT will provide the functionality and features within its LS or AT to route AT&T customer dialed 0/0+ local and IntraLATA calls to the AT&T designated trunks via Feature Group C signaling
- 1.9 SWBT will provide the functionality and features within its LS or AT to route AT&T customer dialed 0- and 0+ local and IntraLATA calls to the AT&T designated trunks via Modified Operator Services (MOS) Feature Group C signaling. In all cases, SWBT will provide post-dial delay at least equal to that provided by SWBT for its end user customers.

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ATTACHMENT 2: ORDERING AND PROVISIONING - RESALE

- 1.7 SWBT will provide a Single Point of Contact (SPOC) for all of AT&T's ordering and provisioning contacts and order flow involved in the ordering and provisioning of the Resale services provided by SWBT to AT&T. SWBT will provide ordering and provisioning services to AT&T for Resale service orders Monday through Friday from 8 a.m. to 5 p.m. through the LSPSC. SWBT will provide the same out of hours provisioning coverage for AT&T end user customers as SWBT provides to its end user customers. SWBT also agrees to extend hours of coverage of the LSPSC based on order volumes or needs of AT&T. AT&T may request SWBT to provide Sunday, holiday, and/or additional out of hours provisioning services within two business days. If AT&T requests that SWBT perform provisioning services other than Monday through Friday from 8:00a.m. to 5:00 p.m., SWBT will quote, within one (1) day of the request, a cost-based rate for such services. If AT&T accepts SWBT's quote, SWBT will perform such provisioning services.

ATTACHMENT 6: UNE

1.0 Introduction

This Attachment 6: Unbundled Network Elements to the Agreement sets forth the unbundled Network Elements that SWBT agrees to offer to AT&T. The specific terms and conditions that apply to the unbundled Network Elements are described below. The price for each Network Element is set forth in Appendix Pricing - Unbundled Network Elements, attached hereto.

- 2.1 SWBT will permit AT&T to designate any point at which it wishes to connect AT&T's facilities or facilities provided by a third party on behalf of AT&T with SWBT's network for access to unbundled Network Elements for the provision by AT&T of a Telecommunications Service, including local exchange, toll and exchange access service, subject to section 3.0 of the General Terms and Conditions of this Agreement. If the point designated by AT&T is technically feasible, SWBT will make the requested connection.

- 2.2 AT&T may designate any technically feasible network interface to a Network Element.

- 2.4 SWBT will provide AT&T access to the unbundled Network Elements provided for in this Attachment, including combinations of Network Elements, without restriction. AT&T is not required to own or control any of its own local exchange facilities before it can purchase or use Unbundled Network Elements to provide a Telecommunications Service under this Agreement. SWBT will allow AT&T to order each Network Element individually or in combination with any other Network Elements, pursuant to Attachment 7, in order to permit AT&T to combine such Network Elements with other Network Elements obtained from SWBT or with network components provided by itself or by third parties to provide Telecommunications Services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with SWBT's network. Any request by AT&T for SWBT to provide a type of connection between Network Elements that is not currently being utilized in the SWBT network and is not otherwise provided for under this Agreement will be made in accordance with the Special Request process described in section 2.24.

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- 2.14 SWBT will provide network elements where technically feasible. Where it is not technically feasible to provide requested elements through available SWBT network facilities and equipment, AT&T may request and, to the extent required by law and as SWBT may otherwise agree, SWBT will provide Network Elements through the Special Request process.
- 2.15 The Parties agree that when AT&T purchases an unbundled Network Element, it is not purchasing services, but is purchasing the right to exclusive access for use of the entire element (or for shared facilities such as common transport the right to access to the functionalities of those facilities on a minute by minute basis), including all capabilities, features and functions provided by that element that may be used to provide telecommunication services, including local exchange services, intrastate toll services, interstate toll services, intrastate exchange access services and interstate exchange access services.
- 2.19.2 SWBT will provide a SWBT Technical Publication or other written description for each Network Element offered under this Agreement. The Technical Publication or other description for an Element will describe the features, functions, and capabilities provided by the Element as of the time the document is provided to AT&T. No specific form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the Element's capabilities. The Technical Publication or other description will be accompanied by reference to vendor equipment and software specifications applicable to the Element. SWBT will provide additional information regarding an Element to the extent reasonably requested by AT&T.
- 2.21 SWBT will not collect intrastate access charges from AT&T when it purchases unbundled network elements, over and above the rates provided for the network elements in Appendix Pricing, except as follows:
- 2.22 When AT&T purchases unbundled Network Elements to provide interexchange services for exchange access services, it is not required to pay SWBT interstate exchange access charges except for the charges included in the transitional mechanism provided for in section VII of the FCC Order.
- 2.24 **Special Request**
 Sections 3 - 11 below identify the following unbundled Network Elements and provide terms and conditions on which SWBT will offer them to AT&T: Network Interface device; local loop; loop distribution; loop feeder; digital loop carrier; local switching; tandem switching; operator services and directory assistance; interoffice transport, including common transport and dedicated transport; signaling and call-related database; operations support systems functions; and cross-connects. Any request by AT&T for an additional unbundled Network Element, not identified in the preceding sentence, will be considered under the procedures set forth in sections 2.24.1 through 2.24.10 below. Other categories of Special Requests provided for in this Attachment will be considered under the procedures set forth in sections 2.24.11 and 2.24.12.
- 2.24.5 The requesting Party may cancel a Network Element Special Request at any time.

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2.24.11	<u>Whenever AT&T requests to purchase a particular SWBT Network Element that is operational at the time of the request but for which no unbundled Network Element price has been established or agreed by the Parties, AT&T's request will be considered as follows: SWBT will provide a price quote for the Element, consistent with the Act, within ten (10) days following SWBT's receipt of AT&T's request. If the Parties have not agreed on a price for the Element within ten (10) days following AT&T's receipt of the price quote, either Party may submit the matter for dispute resolution as provided for in Attachment Dispute Resolution.</u>
2.24.12	<u>Whenever AT&T submits a request that is not a request for an additional unbundled Network Element subject to sections 2.24.1 through 2.24.10 and is not a request for a currently operational Network Element subject to section 2.24.11, the Parties will agree within ten (10) working days on a schedule and procedure for processing the request that is appropriate for the particular request. That schedule will not exceed the maximum timeframes provided for in sections 2.24.1 through 2.24.10, unless both Parties agree.</u>
4.2	<u>SWBT will provide at the rates, terms, and conditions set out in Appendix Pricing-Unbundled Network Elements the following types of unbundled loops:</u>
5.2.6	<u>SWBT will activate Local Switching functions, features, and capabilities to enable AT&T to provide a telecommunication service to an AT&T customer or to achieve network interconnection on appropriate Local Switching interfaces. This includes provisioning changes to change a customer from SWBT's services to AT&T's services without loss of feature functionality. Changes requiring physical rearrangement of facilities may involve a temporary interruption of end user service and/or a need for end user activated features to be reprogrammed.</u>
7.2.5.5	<u>SWBT will deliver the call with the required signaling and data to AT&T to complete the call over the AT&T network or as otherwise designated by AT&T.</u>
7.3.1.4	<u>Subsequent to the DA query and release of the DA call to SWBT's IVS, SWBT will deliver the call with the required signaling and data to AT&T to complete the call over the AT&T network or as otherwise designated by AT&T.</u>
8.2.1.5.1	<u>SWBT will provide all technically feasible types of multiplexing / demultiplexing and (when available) grooming.</u>
8.2.2.2	<u>AT&T may test the quality of the Interoffice Dark Fiber to confirm its usability and performance specifications.</u>
8.2.2.3	<u>SWBT will provide to AT&T information regarding the location, availability, and lost characteristics of Interoffice Dark Fiber within ten (10) business days after receiving a request from AT&T.</u>
8.2.4.1	<u>SWBT will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that was offered to interexchange carriers as of the date of the FCC Order and with all additional functionality offered to interexchange carriers thereafter, or additional functionality as the Parties may agree.</u>
8.2.4.4	<u>AT&T may use the DCS to directly access and control AT&T's 45 Mbps or 1.544Mbps facilities or unbundled Dedicated Transport, subtending channels, and Internodal Facilities (the facilities that connect a DCS in one central office with a DCS in another central office). DCS devices will perform 3/3, 3/1, and 1/0 type functions. DCS devices will be SONET capable and will terminate SONET signals.</u>
8.2.4.8.10	<u>Variable Bandwidth - On Internodal Facilities, AT&T may use the variable bandwidth feature interchangeably to connect full STS1 (where available), 45Mbps or 1.544Mbps circuits, or to connect one or more individual subtending channels.</u>
8.2.4.9.3	<u>DCS will perform facility grooming, multipoint bridging, one-way broadcast, two-way</u>

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<u>broadcast, facility test functions, multiplexing, format conversion, signaling conversion, or other functions.</u>	
9.2.1.1.3	<u>Signaling for AT&T utilizing SWBT's Local Switching Unbundled Network Element (UNE): Use of SWBT's SS7 signaling network will be provided as set forth in an order for the Local Switching unbundled network element. AT&T does not separately order SS7 signaling under this method. AT&T will be charged for the use of the SWBT SS7 signaling in accordance with Appendix Pricing - UNE.</u>
9.4.4.2.4	<u>AT&T understands and agrees that when SWBT allows a query originator to access SWBT data in SWBT's LIDB, such query originators will also have access to AT&T's data that is also stored in SWBT's LIDB.</u>
9.4.5.2.3	<u>AT&T will audit its LIDB accounts against AT&T's billing system and correct any discrepancies within thirty (30) days from receipt of the audit file. AT&T will correct all discrepancies using the LVAS interface(s) AT&T has requested under this Attachment.</u>
9.4.7	<u>Technical Requirements</u>
9.4.7.1	<u>Prior to the availability of a long-term solution for Local Number Portability, SWBT will enable AT&T to store in SWBT's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the NPA-NXX or NXX-0/1XX Group is supported by that LIDB.</u>
9.4.7.2	<u>Prior to the availability of a long-term solution for Local Number Portability, SWBT will enable AT&T to store in SWBT's LIDB any customer Line Number or Special Billing Number record, whether ported or not, and NPA-NXX and NXX-0/1XX Group Records, belonging to an NPA-NXX or NXX-0/1XX owned by AT&T.</u>
9.4.7.3	<u>Subsequent to the availability of a long-term solution for Local Number Portability, SWBT will enable AT&T to store in the SWBT's LIDB any customer Line Number or Special Billing Number record, whether ported or not, regardless of the number's NPA-NXX or NXX-0/1XX.</u>
12.1.1.1	<u>Co-operative Testing means that SWBT will cooperate with AT&T upon request or as needed to (1) ensure that the Network Elements and Ancillary Functions and additional requirements being provided to AT&T by SWBT are in compliance with the requirements of this Agreement, and (2) test the overall functionality of various Network Elements and Ancillary Functions provided by SWBT to AT&T in combination with each other or in combination with other equipment and facilities provided by AT&T or third parties, and (3) ensure that all operational interfaces and processes are in place and functioning properly and efficiently for the provisioning and maintenance of Network Elements and Ancillary Functions and so that all appropriate billing data can be provided to AT&T.</u>
12.1.2.1	<u>SWBT will provide AT&T access for testing at any interface between a SWBT Network Element or combinations and AT&T equipment or facilities. Such test access will be sufficient to ensure that the applicable requirements can be tested by AT&T. This access will be available seven (7) days per week, 24 hours per day.</u>
12.1.2.2	<u>AT&T may test any interfaces, Network Elements or Ancillary Functions and additional requirements provided by SWBT pursuant to this Agreement.</u>
12.1.2.3	<u>SWBT will provide engineering data as requested by AT&T for the loop components as set forth in Section 4 of this Attachment which AT&T may desire to test. Such data will include equipment engineering and cable specifications, signaling and transmission path</u>

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data.

- 12.1.2.4 Upon AT&T's request, SWBT will provide to AT&T any office records, central office layout and design records and drawings, system engineering and other applicable documentation pertaining to a Network Element or Ancillary Function or the underlying equipment that is then providing a Network Element or Ancillary Function to AT&T.
- 12.1.2.5 SWBT will provide to AT&T upon request, any applicable test results, from SWBT testing activities on a Network Element or Ancillary Function or Additional Requirement or the underlying equipment providing a Network Element or Ancillary Function or Additional Requirements to AT&T. AT&T may review such testing results and may notify SWBT of any deficiencies that are detected.
- 12.1.2.6 SWBT will temporarily provision selected Local Switching features for testing. Within 60 days of the Effective Date of this Agreement AT&T and SWBT will mutually agree on the procedures to be established between SWBT and AT&T to expedite such provisioning processes for feature testing.
- 12.1.2.7 Upon AT&T's request, SWBT will provide technical staff to meet with AT&T representatives to provide required support for Cooperative Testing.
- 12.1.2.8 Dedicated Transport and Loop Feeder may experience alarm conditions due to in-progress tests. SWBT will not remove such facilities from service without obtaining AT&T's prior approval.
- 12.1.2.9 SWBT will conduct tests or maintenance procedures on Network Elements or Ancillary Functions or on the underlying equipment that is then providing a Network Element or Ancillary Function, that may cause a service interruption or degradation if such tests and procedures are at a time that is mutually acceptable to AT&T and the SWBT.
- 12.1.2.10 SWBT will provide a single point of contact to AT&T that is available 7 days per week, 24 hours per day for trouble status, sectionalization, resolution, escalation, and closure. Such staff will be adequately skilled to allow expeditious problem resolution.
- 12.1.2.11 SWBT will provide to AT&T electronic access to 105 responders, 100-type test lines, or 102-type test lines associated with any circuits under test.
- 12.1.2.12 SWBT will participate in Cooperative Testing with AT&T upon AT&T's request to test any operational interface or process used to provide Network Elements, Ancillary Functions or Services to AT&T.
- 12.1.2.13 AT&T and SWBT will endeavor to complete Cooperative Testing expeditiously.
- 12.1.2.14 During Cooperative Testing, SWBT provisioning processes shall be enhanced to deliver Network Elements and Ancillary Functions and any Additional Requirements to AT&T in shorter intervals than during subsequent normal service periods.
- 12.1.2.15 SWBT will participate in Cooperative Testing requested by AT&T whenever it is deemed necessary by AT&T to insure service performance, reliability and customer serviceability.
- 12.1.2.16 AT&T may accept or reject the Network Element ordered by AT&T if upon completion

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	<u>of cooperative acceptance testing, the tested Network Element does not meet the requirements stated herein.</u>
12.1.3	<u>Test and Verification</u>
12.1.3.1	<u>SWBT will permit AT&T to confirm acceptable performance of any Network Element.</u>
12.1.3.2	<u>At AT&T's request, SWBT will provide access to the Network Element sufficient for AT&T to test the performance of that Network Element to AT&T's satisfaction.</u>
12.1.3.3	<u>At AT&T's request, SWBT will perform tests to confirm acceptable performance and provide AT&T with documentation of test procedures and results acceptable to AT&T.</u>
13.1.1	<u>All Network Elements and Combinations to be provided by SWBT to AT&T (including those specified in this Agreement and all new and additional Network Elements that may be provided by SWBT to AT&T), will be priced in accordance with all applicable provisions of the Act and the applicable rules and orders of the Federal Communications Commission and any state public utility commission having jurisdiction over this Agreement, except as the Parties may otherwise agree.</u>
13.2.1	<u>Price Schedules</u> <u>Attached hereto as Appendix Pricing - UNE is a schedule which reflects the prices at which SWBT agrees to furnish unbundled Network Elements to AT&T</u>
APPENDIX - PRICING - UNE	
1.1	<u>AT&T agrees to compensate SWBT for unbundled Network elements at the rates contained in this Appendix. Unbundled Network Elements are available from SWBT on a per unbundled Network Element basis or in Combinations at prices as contained in this Appendix.</u>
1.3	<u>The attached Schedule of Prices sets forth the interim prices that SWBT will charge AT&T for unbundled Network Elements; these prices are interim only and will apply until further action by the Public Utility Commission of Texas.</u>
1.4	<u>Except for requests that are expressly made subject to the Special Request process described in section 2.24 of Attachment 6 ("Special Request Elements"), AT&T may order, and SWBT will provide, all Attachment 6 Elements on the basis of the attached Schedule of Prices during the interim pricing period. As long as the interim prices in the Attached Schedule of Prices remain in effect, SWBT will make each Network Element and Combinations of Elements, other than Special Request Elements, available to AT&T for purchase based on the combination of charges, or fractions of charges, from the Schedule of Prices that are most reasonably applicable to such element. SWBT may not collect nonrecurring charges for any Network Element that are not included on the Schedule of Prices during the interim pricing period, except as specifically provided in this Appendix or as AT&T may agree. SWBT may not decline to provide any Network Element or Combination of Elements, other than Special Request Elements, during the interim pricing period on the grounds that a specific charge or rate applicable to that element is not included on the attached Schedule of Prices.</u>
1.5	<u>For any rate element necessary for that standard Ordering, Provisioning, Billing Maintenance or other standard operation or use of the Unbundled Network Element contained in this Agreement, other than Special Request Elements, SWBT will develop total Element Long Run Incremental Costs to be filed with the PUC by January 15, 1997. These studies are to be used in determining the appropriate permanent price levels for all aspects of providing the standard service.</u>
2.1	<u>Recurring Charges, where applicable, for each Unbundled Network Element rate element are as shown in Appendix Pricing</u>
2.3	<u>Where rates will be based on minutes of use, usage will be accumulated at the end office in</u>

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	<u>seconds, without any per call rounding, and total minutes by end office will be rounded to the next higher minute per monthly billing cycle. Usage is measured beginning when the facilities are seized and ending when a signal is received by SWBT that the call has terminated.</u>
2.4	Where rates are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, SWBT will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No 4, and the wire center Zone information. When the calculation results in a fraction of a mile, SWBT will round up to the next whole mile before determining the mileage and applying rates.
3.1	<u>SWBT will develop a TELRIC-based non-recurring charge, to be filed for approval of the Public Utility Commission of Texas by January 15, 1997, for converting a local service customer to an AT&T service where the AT&T service will be provided over SWBT unbundled Network Elements and no physical work is required. Where physical work is required, a nonrecurring charge will be applicable for the installation of unbundled Network Elements. There are non-recurring charges for the first connection on an AT&T order as well as separate non-recurring charges for each additional connection associated with the same AT&T order at the same AT&T specified premises.</u>
ATTACHMENT 7	
1.2	<u>Charges for the relevant services provided under this Attachment are included in Appendix Pricing-UNE to Attachment 6.</u>
1.4	<u>Combinations will be identified and described by AT&T so that they can be ordered and provisioned together and will not require the enumeration of each Element within that Combination on each provisioning order.</u>
1.5	For all unbundled Network Elements and Combinations ordered under this Agreement, SWBT will provide pre-order, ordering and provisioning services equal in quality and speed (speed to be measured from the time SWBT receives the service order from AT&T) to the services SWBT provides to its end users.
1.7.2	Customer Specific unbundled Network Elements are unbundled Network Elements provided by SWBT to AT&T that are used to provide a Telecommunications Service to a single AT&T Customer. <u>Customer Specific unbundled Network Elements include, but are not limited to, the Local Loop, Local Switching and any combination thereof (e.g. local loop and switch port).</u> The customer specific provisioning order, based upon OBF LSR forms, will be used in ordering and provisioning Customer Specific unbundled Network Elements. The applicable standard is TCIF EDI. SWBT agrees that the information exchange will be forms-based using the Local Service Request Form, End User Information Form, Loop Element Form (formerly Loop Service form) and Switch Element Form (formerly Port Form) developed by the OBF. The TCIF 850, 860, 855, 865 and 977 transactions will be used to convey all the necessary data to connect, modify or disconnect SWBT's Customer Specific unbundled Network Elements employed by AT&T to deliver retail local services. AT&T and SWBT will use a mutually agreeable X.25 or TCP/IP based network to exchange requests. AT&T and SWBT will translate ordering and provisioning requests originating in their internal processes into the agreed upon forms and EDI transactions.

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- 2.1 SWBT and AT&T agree to work together to implement the Electronic Gateway Interface (EGI) used for resold services that provides non-discriminatory access to SWBT's pre-order process. AT&T and SWBT agree to implement the electronic interface, which will be transaction based, to provide the pre-service ordering information (i.e., address verification, service and feature availability, telephone number assignment, ~~dispatch requirements, due date~~ and Customer Service Record (CSR) information), subject to the conditions as set forth in Attachment 2: Ordering and Provisioning - Resale, Paragraph 1.4.
- 3.1 SWBT will provide an industry standard ordering EDI interface to enable AT&T to perform all of the service order functions listed in Exhibit A to this Attachment (including migration, migration with changes, partial migration, new connects, disconnects, change orders, records only order, T&F order, supplemental orders, firm order confirmation, jeopardies, rejects, and order completion) for the platforms listed in Exhibit A to this Attachment (including individual elements, combinations, TSR to UNE, and UNE to TSR). SWBT will make this industry standard ordering EDI interface generally available for AT&T's use by June 1, 1997, and available for testing not later than April, 1997. In addition, AT&T and SWBT agree to develop a standard format for (1) ordering and provisioning, (2) time frame and mechanization requirements for transport and (3) Common Use Unbundled Network Elements (including, but not limited to signaling and call related databases, operator services and directory assistance), by March 1, 1997, or a mutually agreed upon date. In any event, SWBT will make all unbundled Network Elements available for ordering and purchase by AT&T by June 1, 1997.
- 3.2 In areas where SWBT does not provide an electronic interface for the pre-order, ordering and provisioning processes, SWBT and AT&T will develop manual work around processes until such time as the transactions can be electronically transmitted. If unbundled Network Elements or Combinations are provided by SWBT to AT&T before electronic interfaces are established between AT&T and SWBT, AT&T will transmit pre-order, ordering and provisioning requests to the SWBT Local Service Provider Service Center (LSPSC) via facsimile and/or telephone or other mutually agreed upon means to SWBT. The SWBT LSPSC will respond to AT&T calls with the same level of service that SWBT provides pursuant to Section 1.5 of Attachment 2.
- 3.4 SWBT will provide a Single Point of Contact (SPOC) for all of AT&T's pre-ordering, ordering and provisioning contacts and order flow involved in the ordering and provisioning of unbundled Network Elements provided by SWBT to AT&T. SWBT will provide ordering and provisioning services to AT&T for unbundled Network Elements Monday through Friday from 8 a.m. to 5 p.m. through the LSPSC. SWBT will provide additional provisioning coverage for AT&T as requested, charges may apply. SWBT also agrees to extend hours of coverage of the LSPSC based on order volumes or needs of AT&T. AT&T may request SWBT to provide Saturday, Sunday, holiday, and/or additional out of hours provisioning services within two business days. If AT&T requests that SWBT perform provisioning services other than Monday through Friday from 8:00 a.m. to 5:00 p.m., SWBT will quote, within one (1) day of the request, a cost-based rate for such services. If AT&T accepts SWBT's quote, SWBT will perform such provisioning services.

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3.8	SWBT will provide the following to AT&T upon request:
3.8.1	<u>a list of all services and features, functions and capabilities of each switch by switch CLI and NPA NXX, including, but not limited to, type of switching equipment, installed version of software generic, secured features, identification of any software or hardware constraints or enhancements, and a means to reliably correlate a customer address with the data. Within ten (10) business days after the Effective Date of this agreement, SWBT will provide AT&T an initial electronic copy of this information. SWBT will provide complete refreshes of this data to AT&T electronically as changes are made to the SWBT data base or as AT&T may otherwise request. SWBT will send the initial batch feed electronically via the Network Data Mover Network using the Connect:direct protocol;</u>
3.13	<u>SWBT's LSPSC will provide design and coordination support for all services provided through Network Elements or Combinations provided to AT&T. Services for which such support is to be provided include, without limitation, Data Services, Voice Grade Private Line, and ISDN PRI and BRI Broadband and packet services.</u>
4.2	<u>When ordering unbundled Network Elements or Combinations, AT&T's representatives will have access to a pre-order electronic gateway provided by SWBT that provides Real Time access to SWBT's information systems. This gateway will be a Telecommunications Protocol/Internet Protocol (TCP/IP) gateway and will allow the AT&T representatives to perform the following tasks:</u>
4.2.4	<u>determine if a service call is needed to install the line or service;</u>
4.2.5	<u>provide service availability dates to the customer;</u>
4.2.6	<u>provide information regarding the dispatch/installation schedule, if applicable;</u>
5.8	<u>AT&T may choose between SCE/SMS AIN Access and SS7 AIN Access designated on AT&T's provisioning order.</u>
5.9	<u>SWBT will inform AT&T if a customer action results in the reassignment of an AIN trigger from an AT&T AIN application to some other service provider's application. Such notification will be completed within twenty-four (24) hours of the action via an electronic interface as specified in this Agreement.</u>
5.10	<u>SWBT will maintain a database containing AIN trigger configuration and other data necessary to allow AIN service and feature interactions to be determined by AT&T for services that it orders. SWBT will provide AT&T the capability to make queries on a demand basis to such database.</u>
5.11	<u>The Parties agree that they intend, to the extent feasible, to use the standards and formats specified in this Attachment for the pre-ordering, ordering and provisioning of Unbundled Network Elements. To the extent that the industry standards and formats specified elsewhere in this Attachment as the standards and formats to be used between the parties may be inadequate to provide either party with the information necessary for AT&T to pre-order, order or provision or SWBT to provide Unbundled Network Elements, the parties will jointly develop any additional specifications and formats to be used between the parties. If the parties fail to agree on such additional specifications and formats, either party may</u>

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	<u>submit any unresolved issues to the Alternative Dispute Resolution (ADR) process set forth in this Agreement.</u>
6.1	Except in the event an AT&T local service customer changes their local service provider to another LSP or SWBT, SWBT may not initiate any AT&T end user requested disconnection or rearrangement of Unbundled Network Elements <u>or Combinations</u> unless directed by AT&T. Any AT&T customer who contacts SWBT regarding a change in AT&T service will be advised to contact AT&T. Any SWBT customer who contacts AT&T regarding a change in SWBT service will be advised to contact SWBT. In those instances when any AT&T local service customer changes their local service provider to another LSP or SWBT, AT&T will be notified as described in the LSP change notification process, contained in Local Account Maintenance Methods and Procedures dated July 29, 1996, or as otherwise may be agreed to by the Parties.
6.3	SWBT will provide AT&T with a FOC for each order <u>within 24 hours</u> of SWBT's receipt of that order. The FOC will contain but is not necessarily limited to: purchase order number, telephone number, Local Service Request number, due date and Service Order number.
6.5	Where available, SWBT will perform pre-testing and will provide in writing (hard copy) or electronically, as directed by AT&T, all test and turn up results in support of Unbundled Network Elements <u>or Combinations</u> ordered by AT&T.
6.7	When available, SWBT will provide AT&T an 855 EDI transaction based reply when SWBT's committed Due Date (DD) is in jeopardy of not being met by SWBT on any Unbundled Network Elements <u>or Combinations</u> . SWBT will concurrently provide the revised due date. SWBT may satisfy its obligations under this paragraph by providing AT&T access through the electronic interface to a database which identifies due dates in jeopardy and provides revised due dates as soon as they have been established by SWBT. On an interim basis, where available, SWBT and AT&T will establish mutually acceptable methods and procedures for handling the processes for a jeopardy notification or missed appointment.
6.12	<u>When AT&T orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions. This will be known as Contiguous Network Interconnection of Network Elements. There will be no charge for such interconnection.</u>
7.1	In ordering and provisioning unbundled Network Elements <u>and Combinations</u> , AT&T and SWBT will utilize mutually agreeable standard industry order formats and data elements developed by the OBF and TCIF EDI. Where industry standards do not currently exist for the ordering and provisioning of unbundled Network Elements <u>or Combinations</u> , AT&T and SWBT agree to jointly develop a form for ordering Common-Use Unbundled Network Elements by March 1, 1997 or by any other mutually agreed upon date. Common-Use Unbundled Network Elements, including, without limitation, tandem switching, signaling and call-related databases, Operator Services and DA, and Operations Support Systems, shall be ordered in a manner that is consistent with the OBF Access Service Request Process; in addition customized routing will be ordered in the same manner. Customer Specific Unbundled Network Elements, including, without limitation, Local Loop (which includes NID), and unbundled Local Switching, will be ordered consistent with the OBF Local Service Request (LSR) Process.
7.2	<u>AT&T may purchase Combinations (i) on a case-by-case basis for those Network Elements that are AT&T customer-specific (hereinafter referred to as Customer-Specific Network Elements or Combinations); or (ii) on a common-use basis for those Network Elements that are shared by multiple AT&T customers (hereinafter referred to as Common-Use</u>

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<u>Unbundled Network Elements or Combinations).</u>	
7.3	<u>When ordering a Combination, AT&T will have the option of ordering all capabilities and functionalities of each of the individual Network Elements that comprise the Combination.</u>
7.4	<u>When ordering either Customer-Specific Combinations or Common-Use Combinations, AT&T may specify the functionality of that Combination without the need to specify the configuration of the individual Network Elements needed to perform that functionality.</u>
7.5	<u>Prior to providing local service in a specific geographic area or when AT&T requires a change of network configuration, AT&T may place an order with SWBT requiring SWBT to implement the capability, if it does not already exist, to provide AT&T with call detail records for certain Common-Use Unbundled Network Elements or Combinations and to establish AT&T-designated routing of AT&T calls. (Such an order shall be hereinafter referred to as "Footprint Order.")</u>
7.6	<u>AT&T may also use Unbundled Local Switching to originate and terminate toll traffic.</u>
8.5	<u>SWBT will provide: (a) percent missed DD; (b) percent right the first time (non-designed - 10 days; designed - 30 days); (c) percent no access (non-designed) (a, b, and c will be measured and reported on a monthly basis by SWBT for both AT&T customers and SWBT customers); and (d) LSPC response time. SWBT will provide the same level of service to AT&T customers as it provides to its own customers.</u>
8.6	<u>When new processes and electronic interfaces are implemented between AT&T and SWBT, SWBT and AT&T will develop process metrics requirements. Implementation of such measurements are subject to future agreements by SWBT and AT&T. All such process metrics will be subject to review quarterly and subject to modification or discontinuance.</u>
8.7	<u>SWBT defines standard order intervals as follows.</u>
(CHART NOT COPIED)	
9.1	<u>SWBT will participate with AT&T in Operational Readiness Testing (ORT) which will allow for the testing of the systems, interfaces, and processes for the pre-ordering, ordering and provisioning of unbundled Network Elements or Combinations. ORT will be completed in accordance with a schedule mutually agreed to by the Parties. Such ORT will begin not later than April, 1997.</u>
Language does not exist in Attachment 7 - filed as an Exhibit to Attachment 7.	
Attachment 8	
1.1	<u>SWBT will provide repair, maintenance, testing, and surveillance for all unbundled Network Elements and any Combinations of Network Elements (Combinations) as described in Attachment 6 of the Agreement in accordance with the terms and conditions of this Attachment.</u>
1.2	<u>Charges for the relevant services provided under this Attachment are included in Appendix Pricing-UNE to Attachment 6.</u>
2.1	<u>SWBT will provide maintenance for all unbundled Network Elements and Combinations</u>

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	ordered under this Agreement at levels equal to the maintenance provided by SWBT in serving its end user customers, and will meet the requirements set forth in this Attachment. Such maintenance requirements will include, without limitation, those applicable to testing and network management.
3.1	SWBT and AT&T agree to work together in the Electronic Communications Implementation Committee (ECIC) or other appropriate organizations to establish uniform industry standards for Electronic Bonding Interfaces (EBI), in accordance with the ANSI T1.227 and T1.228, to support repair and maintenance of Unbundled Network Elements and Combinations.
3.3	<p>SWBT and AT&T agree to work together to develop new or modify existing standards for Phase II of EBI (specific date by which said development is to be completed to be jointly agreed upon) which will provide AT&T the following capabilities, including, but not limited to:</p> <ul style="list-style-type: none"> a) performing feature and line option verification and request corrections; b) performing network surveillance (e.g., performance monitoring); c) <u>initiating and receiving test results;</u> d) receiving immediate notification of missed appointments; e) identifying existing cable failures (by cable and pair numbering). <p><u>SWBT agrees to notify AT&T of upgrades to existing test systems and the deployment of new test systems within SWBT and to negotiate with AT&T to allow AT&T to use such systems through a controlled interface.</u></p> <p>This EBI will conform to ANSI standards T1.227:1995 and T1.228:1995, Electronic Communication Implementation Committee (ECIC) Trouble Report Format Definition (TRFD) Number 1 as defined in ECIC document ECIC/TRA/95-003, and all standards referenced within those documents, as mutually agreed upon by AT&T and SWBT.</p> <p>The parties will use and acknowledge functions currently implemented for reporting troubles. These functions include Enter Trouble, Request Trouble Report Status, Add Trouble Information, Modify Trouble Report Attributes, Trouble Report Attribute Value Change Notification, and Cancel Trouble Report, as explained in clauses 6 and 9 of ANSI T1.228:1995.</p> <p>AT&T and SWBT will exchange requests over a mutually agreeable X.25-based network. AT&T and SWBT will translate maintenance requests or responses originating in their internal processes into the agreed attributes and elements.</p>
4.1	SWBT technicians will provide repair service on Unbundled Network Elements and Combinations that is at least equal in quality to that provided to SWBT customers; trouble calls from AT&T will receive response time and priorities that are at least equal to that of SWBT customers. AT&T and SWBT agree to use the severity and priority restoration guidelines set forth in SWBT MMP 94-08-001 dated April 1996, and as subsequently modified.
6.1	the establishment of a single point of contact (SPOC) responsible for initiating and coordinating the information relating to the status of maintenance/restoration efforts and problem resolution for all unbundled Network Elements and Combinations for AT&T;
6.6	methods and procedures for reprovisioning of all unbundled Network Elements and Combinations after initial restoration. SWBT agrees that Telecommunications Service Priority ("TSP") services for AT&T carry equal priority with SWBT TSP services for restoration. SWBT will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services first in accordance with SWBT Emergency Operations Plan Overview and General Description MMP

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94-08-001 Section 12, dated April 1996, and as subsequently modified:

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8.5	For network outages other than emergency outages, the following performance measurements will be taken with respect to restoration of Unbundled Network Elements and Combinations service:
8.6	For purposes of this Section, service through an Unbundled Network Element or Combination is considered restored or a trouble resolved when the quality of Unbundled Network Element or Combination service is equal to that provided before the outage or the trouble occurred.
11.1	All unbundled Network Elements and/or Combination of Element troubles determined not to be end-user customer related or in AT&T's provided network facilities will be reported by AT&T to SWBT. Upon receipt of a trouble report on unbundled Network Element(s), SWBT will test and sectionalize all elements purchased from (or provided by) SWBT. If SWBT determines that a trouble is isolated or sectionalized in network facilities provided by AT&T, then SWBT will refer the trouble ticket back to the AT&T Work Center (CNSC) for handling.

ATTACHMENT 9

1.2 Charges for the relevant services provided under this Attachment are included in Appendix Pricing-UNE to Attachment 6.

11.5 If MPB data is not processed and delivered by either SWBT or AT&T and in turn such Party is unable to bill the IXC for the appropriate charges, the Party who failed to deliver the data will be held liable to the other Party for the amount of the unbillable charges.

12.2 Billing for mutual compensation will be in accordance with a CABS-like billing system to be implemented as soon as possible after the Ordering and Billing Forum (OBF) issues its final CABS release. To the extent that there are no CABS standards governing the formatting of certain data, such data will be issued in the format mutually agreed by the Parties by July 1, 1997.

ATTACHMENT 10

1.2 Charges for the relevant services provided under this Attachment are included in Appendix Pricing-UNE to Attachment 6.

4.4 In addition to the requirements for recorded Usage Data specified in this Attachment, when AT&T is providing Telecommunications Services to its customer through the use of unbundled Network Elements, SWBT will provide to AT&T recorded Usage Data sufficient for AT&T to render interstate and intrastate access bills. The recorded Usage Data will be provided in a manner, at a minimum, that enables AT&T to render the following five types of access bills: Originating to IXC, Originating Local 800, Terminating and Originating IntraLATA, which are described below.

4.4.1 Originating to IXC - This type of access record is created when a toll call originates from an AT&T customer served through unbundled Network Elements and terminates to an IXC. AT&T will bill the IXC access charges in accordance with its access tariffs.

4.4.2 Originating Local 800 - This type of access record is created when an 800 call originates from an AT&T customer served through unbundled Network Elements to a LEC providing the 800 service. AT&T will bill the LEC access charges in accordance with its access tariffs.

4.4.3 Originating InterLATA 800 - This type of access record is created when an 800 call originates from an AT&T customer served through unbundled Network Elements to an IXC providing the 800 service. AT&T will bill the IXC access charges in accordance with its access tariffs.

4.4.4 Terminating - This type of access record is created when a toll call originates from an IXC and terminates to an AT&T customer served through unbundled Network Elements.

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<u>AT&T will bill the IXC terminating charges in accordance with its access tariffs.</u>	
4.4.5	<u>Originating IntraLATA - This type of access record is created when a call originates from an AT&T customer served through Unbundled Network Elements and terminates outside the Local Call Area but within the LATA. AT&T will bill the IntraLata Toll Provider originating and terminating access charges in accordance with its access tariffs.</u>
6.1	<u>Loss of Recorded Usage Data - If AT&T recorded Usage Data is determined to have been lost, damaged or destroyed as a result of an error or omission by SWBT and the data cannot be recovered by SWBT, SWBT will estimate the messages and associated revenue, with assistance from AT&T, based upon the method described below. This estimate will be used to adjust the amount AT&T owes SWBT for services SWBT provides in conjunction with the provision of recorded Usage Data.</u>
6.1.1	<u>Partial Loss - SWBT will review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes will be reported, if possible. Where actual data are not available, a full day will be estimated for the recording entity, as outlined in Section 6.1.3 following. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.</u>
6.1.2	<u>Complete Loss - Estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, will be reported.</u>
6.1.3	<u>Estimated Volumes - From message and minute volume reports for the entity experiencing the loss, SWBT will secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. SWBT will apply the appropriate average revenue per message ("arpm") provided by AT&T to the estimated message volume to arrive at the estimated lost revenue.</u>
	<u>Exceptions:</u>
6.1.3.1	<u>If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.</u>
6.1.3.2	<u>If the loss occurs on a weekday that is a holiday (except Mother's Day or Christmas), SWBT will use volumes from the two (2) preceding Sundays.</u>
6.1.3.3	<u>If the loss occurs on Mother's Day or Christmas, SWBT will use volumes from that day in the preceding year (if available).</u>
ATTACHMENT 11: NIA - No Issues	

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ATTACHMENT 12: COMPENSATION

Par. 1.1 For purposes of compensation under this Agreement, the telecommunications traffic traded between AT&T and SWBT will be classified as either Local Traffic, Transit Traffic, Optional Calling Area Traffic, IntraLATA Interexchange Traffic, InterLATA Interexchange Traffic, FGA Traffic, or Cellular Traffic. The compensation arrangement for terminating calls from a Cellular provider (as defined in Appendix Cellular) to AT&T or SWBT end users is set forth in Appendix Cellular, attached hereto and incorporated by reference. The compensation arrangement for the joint provision of Feature Group A (FGA) Services is covered in Appendix FGA, attached hereto and incorporated by reference. The Parties agree that, notwithstanding the classification of traffic under this Agreement, either Party is free to define its own "local" calling area(s) for purposes of its provision of telecommunications services to its end users. The provisions of this Attachment apply to calls originated over the originating carrier's facilities or over unbundled Network Elements. The provisions of this Attachment do not apply to traffic originated over services provided under local Resale services.

4.0 Reciprocal Compensation for the Termination of Transit Traffic

4.1 Transit Traffic (also known as Through-put) is a switching and transport function only, which allows one Party to send Local Traffic, as defined in Section 1.2, to a third party network through the other Party's tandem. Therefore, a Transit Traffic rate element applies to all MOUs between a Party and third party networks that transit the other Party's tandem switch. The originating Party is responsible for the appropriate rates unless otherwise specified. These prices are interim and will apply until further action of the PUC. The Transit Traffic rate element is only applicable when calls do not originate with (or terminate to) the transit Party's end user.

5.1 Optional Calling Area Compensation (OCA) - For extended area traffic including Optional Area Traffic, except mandatory extended traffic addressed in Section 1.2 of this Attachment, interim compensation for termination of intercompany traffic will be the interconnection rates in effect between SWBT and other incumbent LECs, i.e., \$0183/MOU. This compensation rate applies to all terminating traffic for calls to and from a specific area and the associated metropolitan area. This rate is independent of any retail service arrangement established by either AT&T or SWBT to their respective end users. A list of such areas will be provided by SWBT to AT&T upon request. When cost-based interconnection rates for EAS are established by the PUC, AT&T the reciprocal compensation rate for the termination of intercompany traffic in SWBT's EAS extended calling areas other than those in Section 1.2 will be subject to the lesser of the cost-based interconnection rates or the interconnection rates in effect between SWBT and other incumbent LECs for such traffic.

ATTACHMENT 13: ANCILLARY FUNCTIONS

APPENDIX - COLLOCATION - No Issues

APPENDIX - POLES, DUCTS, CONDUITS, ROW

3.09 Conduit. The term "conduit" refers to a structure or structures, usually underground or on bridges, containing one or more ducts used to enclose cables, wires, and other facilities. As used in this Appendix, the term "conduit" refers to conduit owned or controlled by SWBT, including the re-enterable manholes and handholes used to connect ducts and provide access to the cables, wires, and facilities within the ducts, together with central office vaults, controlled environment vaults, or other SWBT facilities which may be connected to SWBT's conduit. [SWBT objects to the underlined language. SWBT alternative language is not included. SWBT alternative language would clarify that the term "conduit" refers to all conduits subject to the Pole Attachment Act and does not include central office vaults, controlled environment

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vaults, or other SWBT facilities which may be connected to SWBT's conduit.

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3.11	<u>Conduit System.</u> The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. In this Appendix, the term refers to conduit systems owned solely or in part by SWBT, or controlled by SWBT, and includes central office vaults, controlled environment vaults, and other facilities housed in or physically connected to the conduit system.
3.12.	<u>Cost.</u> The term "cost" as used in this Appendix is limited to SWBT's actual cost, or to the actual amount of an invoice submitted by a contractor.
3.13	<u>Duct.</u> The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Appendix, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels. [SWBT is proposing amended language clarifying that the term "duct" refers to all ducts subject to the Pole Attachment Act. Subject to that clarification, SWBT does not believe there is any major dispute concerning the wording of this definition.]
3.25	<u>Person acting on AT&T's behalf.</u> The terms "person acting on AT&T's behalf," "personnel performing work on AT&T's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on AT&T's behalf," "personnel performing work on AT&T's behalf," and similar terms specifically include, but are not limited to, AT&T, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by AT&T and its respective officers, directors, employees, agents, and representatives. [SWBT does not agree to AT&T's substitution of the word "its" in place of the word "their."]
3.26	<u>Person acting on SWBT's behalf.</u> The terms "person acting on SWBT's behalf," "personnel performing work on SWBT's behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on SWBT's behalf," "personnel performing work on SWBT's behalf," and similar terms specifically include, but are not limited to, SWBT, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of SWBT and its respective officers, directors, employees, agents, and representatives. [SWBT does not agree to AT&T's substitution of the word "its" for the word "their."]
3.27	<u>Pole.</u> Except as the context otherwise requires, the term "pole" refers only to utility poles and anchors which are either owned or controlled by SWBT. [SWBT is proposing amended language clarifying that the term "pole" refers to all ducts subject to the Pole Attachment Act. Subject to that clarification, SWBT does not believe there is any major dispute concerning the wording of this definition.]
3.28	<u>Pole Attachment.</u> The terms "pole attachment" and "attachment" include any item attached to or supported by a pole or by any anchors, bolts, cables, clamps, guys, strands, or other hardware affixed to or associated with the pole. <u>Ancillary routine apparatus such as terminals, drop wire drive hooks, and lags are not considered separate pole attachments at those locations where pole attachments are already in place.</u> [SWBT does not agree to the underlined language without inclusion of additional language proposed language initiated by AT&T.]

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- 3.32 Rights-of-way. As used in this Appendix, the term "rights-of-way" refers generally to legal rights to pass over or use the land of another for limited purposes as defined in a statute, ordinance, easement, grant or other conveyance. Rights-of-way include, but are not limited to, (a) public rights-of-way authorizing SWBT to locate facilities on, under, or over public lands and roadways and (b) servitudes created by private easements or obtained through the exercise of eminent domain authority enabling SWBT to pass over, place facilities on, and have rights of ingress and egress to the land of another. Rights-of-way also include easements which, at the time of land development or subdivision, were dedicated for use by public or private utilities and are being occupied, in whole or in part, by SWBT's facilities. *[SWBT is proposing amended language clarifying that the term "rights-of-way" refers to all rights-of-way subject to the Pole Attachment Act. Subject to that clarification, SWBT does not believe there is any major dispute concerning the wording of this definition.]*
- 4.03 No Effect on SWBT's Right to Convey or Transfer Property. Nothing contained in this Appendix shall in any way affect SWBT's right to convey or transfer to any other person or entity any interest in real or personal property, including any poles, conduit, or ducts to or in which AT&T has attached or placed facilities pursuant to this Appendix provided that the transferee of such real or personal property agrees to be bound by the terms and conditions of this Appendix. *[SWBT proposed language has been omitted by AT&T.]*
- 5.03 Access to Associated Rights-of-Way. Each pole attachment and conduit occupancy license made under this Appendix shall include access to and use of all associated rights-of-way, including, but not limited to, rights-of-way required by AT&T for ingress, egress, or other access to any sites where SWBT's solely or partly owned or controlled poles, manholes, conduit, ducts, or other parts of SWBT's solely or partly owned or controlled conduit system are located, but only to the extent, if any, that SWBT has the legal authority to grant such access and use SWBT also agrees to provide nondiscriminatory access to rights-of-way containing Controlled Environment Vaults (CEVs), huts, cabinets, and other similar structures to the extent that collocation to such facilities is agreed or required by order of any court or governmental agency having jurisdiction over the subject matter. SWBT agrees that it shall place no restrictions on AT&T's ability to construct, maintain, and monitor its facilities at these sites that are more restrictive than those SWBT places on itself.
- (a) Stipulated and agreed to language.
- (b) Access to dark fiber or unused four wire copper cable. SWBT and AT&T agree although dark fiber and unused four-wire copper cable are not considered "Poles, Conduits, or Rights-of-Way." SWBT agrees to afford AT&T nondiscriminatory access to poles, conduits, or rights-of-way owned or controlled by SWBT on or in which dark fiber and/or unused four-wire copper cable are located. Provision for the connection of dark fiber and four-wire copper cables are provided for in other parts of the Agreement. Where SWBT has any ownership or other rights or rights-of-way to buildings or building complexes including, but not limited to, dark fiber or unused four wire copper cable, or within buildings or building complexes, these rights shall be extended to AT&T in parity with SWBT, including the right to use any available space owned or controlled by SWBT in the building or building complex to install AT&T equipment and facilities, and the right to use electrical power at parity with SWBT's rights to such power. As used in this Appendix, the term "dark fiber" refers to transmission media made up of strands of optical fiber housed in aerial or underground cable which may have lightwave repeater (regenerator or optical amplifier) equipment spliced or connected to it. Dark

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fiber has no line terminating elements terminated to these fiber strands to operationalize its transmission capabilities. The term "unused four wire copper cable" as used in this Appendix means four wire copper cable conditioned for DS-1 service. This facility may be housed in cables on poles, in conduit, in manholes, or in other structures as part of SWBT's network.

[SWBT agrees that "dark fiber" and "unused four-wire copper cable" are not "poles, ducts, conduits, or rights-of-way". However, no closure was reached on this issue - issue misplaced.]

6.10 Specific Requirements Relating to Personnel, Equipment, Materials, and Construction Practices Working Within or in the Vicinity of SWBT's Conduit Systems. When SWBT or AT&T, their contractors, and other persons acting on their behalf perform work on and within SWBT's poles, ducts, conduits, and rights-of-way, they will be guided by the following:

(a) - (c) Agreed.

(d) All of AT&T's facilities shall be firmly secured and supported in accordance with Bellcore and industry standards. *[SWBT proposed language omitted.]*

(e) - (g) Agreed.

(h) Any leak detection liquid or device used by AT&T or personnel performing work on AT&T's behalf within or in the vicinity of SWBT's conduit system shall be of a type approved by SWBT or Bellcore.

(i)-(l) Agreed.

(m) All parties shall abide by any laws, regulations, and ordinances regarding the use of spark producing tools, equipment, or devices (including but not limited to such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like) in manholes or in any other portions of the conduit system. *[SWBT language omitted.]*

(n) Cable lubricants used in conduit systems shall be of a type or types approved by SWBT or Bellcore. SWBT shall provide a complete list of approved types of lubricants.

6.13 Environmental Contaminants in SWBT's Conduit System. AT&T acknowledges that, from time to time, environmental contaminants may enter SWBT's conduit system and accumulate in manholes or other conduit facilities.

(a) Agreed.

(b) SWBT makes no representations to AT&T or personnel performing work on AT&T's behalf that SWBT's conduit system or any specific portions thereof will be free from environmental contaminants at any particular time. Before entering a manhole or performing any work within or in the vicinity of SWBT's conduit system, AT&T or personnel acting on AT&T's behalf shall independently determine, to their satisfaction, whether such contaminants are present and conduct their work operations accordingly.

(c) Each party shall promptly notify the other of environmental contaminants known by such party to be present within or in the vicinity of conduit facilities occupied by or assigned to AT&T if, in the sole judgment of such party, such environmental contaminants create a serious danger to (1) the health or safety of personnel working within or in the vicinity of the conduit or (2) the physical condition of the other party's facilities placed or to be placed within the conduit.

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	<u>(d) The acknowledgments and representations set forth in the two preceding sections are not intended to relieve SWBT of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its conduit facilities. [Subsection (d) was not arbitrated, stipulated, or successfully negotiated. The remainder of Section 6.13, including subsections (b) and (c), is agreed.]</u>
9.06	<u>Environmental Health and Safety Information.</u> Within 20 days after AT&T has submitted its written application as specified in Article 9 of this Appendix, SWBT will notify AT&T of any known environmental hazards for each site covered by the application, as set forth in Section 6.13 above. SWBT shall assist AT&T, at AT&T's expense, with any further inquiries, assessments, or tests AT&T may desire to make into environmental, health or safety conditions at such site. <i>[SWBT has not agreed to the insertion of this extra step in the licensing process. A statement of known environmental hazards can be included in the formal response to AT&T's application, which response is due no later than 45 days after the application is filed.]</i>
10.09	<u>License and Attachment.</u> After all required make-ready work is completed, SWBT will execute and return to AT&T a license confirming that AT&T may attach the specified facilities to SWBT's poles or place specified facilities in SWBT's conduit system. AT&T shall have access to attach or place only those facilities specifically described in the license, and no others, <u>except as provided in Section 12.03 below.</u> <i>[AT&T changed Section 12.03 and SWBT therefore does not agree to this exception due to the changed meaning of the exception.]</i>
12.03	<u>Installation of Drive Rings and J-Hooks.</u> AT&T may install drive rings and J-hooks on SWBT's poles for the attachment of drop wires as specified in this section. (a) Agreed (b) Agreed (c) Agreed (d) If AT&T has not already been licensed attachment space on a given SWBT pole, AT&T may, when necessary, install drive rings and J-hooks on unassigned space on such pole without first obtaining a license for such attachment. <i>[CRITICAL SWBT LANGUAGE OMITTED. WITHOUT THE LANGUAGE OMITTED, SWBT DOES NOT AGREE TO THIS SUBSECTION.]</i> (e) Agreed (f) Agreed
19.03	<u>Semiannual Attachment and Occupancy Fees.</u> SWBT's semiannual fees for attachments to SWBT's poles and occupancy of SWBT's ducts and conduits are specified in Exhibit I. For all attachments to SWBT's poles and occupancy of SWBT's ducts and conduits, AT&T agrees to pay SWBT's semiannual charges as specified in Exhibit I. <i>[SWBT does not agree to Exhibit I and submits that portions of that Exhibit are in conflict with the parties' stipulation. Other portions refer to states not subject to this proceeding. AT&T has omitted other SWBT</i>

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19.04 Billing for Attachment and Occupancy Fees. Semiannual attachment and occupancy fees under this Appendix and licenses issued hereunder shall be payable in advance. Fees for pole attachments shall be based on the number of poles attachments for which licenses have been issued as of the date of billing by SWBT, shall be determined in accordance with the schedule of charges set forth in Exhibit I, and shall be payable semiannually in advance. Fees for conduit occupancy shall be based on the number of duct feet subject to occupancy by AT&T under licenses issued as of the date of billing by SWBT, shall be determined in accordance with the schedule of charges set forth in APPENDIX I, and shall be payable semiannually in advance. Pole attachment and conduit occupancy space assigned to AT&T prior to the issuance of a license shall be billed in the same manner as if a license had been issued. *[SWBT does not agree to Exhibit I and submits that portions of that Exhibit are in conflict with the parties' stipulation. Other portions refer to states not subject to this proceeding.]*

(a) Bills shall be submitted to AT&T for two semiannual billing periods, the first period including charges for the months of January through June and the second including charges for the months of July through December.

(b) Charges associated with newly licensed pole attachments and conduit occupancy shall be prorated and payable in advance; provided, however, that nothing herein shall preclude SWBT from billing such charges in arrears. *[SWBT has not agreed to the proration of charges or to this language. AT&T has omitted other SWBT language.]*

20.00 Applicability. AT&T does not agree to the provisions of Sections 20.01 and 20.02 of this Appendix. SWBT agrees that AT&T's obligations under the Agreement would satisfy the requirements of Sections 20.01 and 20.02. Therefore, the parties agree that the provisions of this Article shall be superseded by other provisions of the Agreement. *[Language should reflect that "the parties" agree.]*

25.03 Notice and Opportunity to Cure Material Breach. SWBT may, at any time after determining that AT&T is in material breach of the Appendix as specified in Section 24.02, give notice to AT&T of SWBT's intention to limit, terminate, or refuse access under the provisions of Section 24.02.

(a) The notice shall:

- (1) describe the breach and SWBT's basis for concluding that AT&T has committed a material breach;
- (2) state the curative steps, if any, which AT&T may take to cure the material breach;
- (3) state the deadline, if any, for completing the corrective actions required;
- (4) state the manner in which AT&T shall demonstrate to SWBT that the corrective actions required have been performed; and
- (5) state the effective date of the termination.

(b) If the declaration and notice provides that AT&T shall be given an opportunity to cure the material breach, AT&T shall take the corrective actions required and notify SWBT in writing when the corrective actions have been completed. If AT&T fails to take

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	<p>corrective action or give the required confirmation with the time prescribed in the declaration and notice, SWBT may immediately limit, terminate, or refuse access under Section 24.02 of this Appendix, if applicable, or seek such other relief against AT&T as authorized under the terms of this Appendix, other provisions of the Interconnection Agreement, or applicable law.</p> <p><i>[The parties have not successfully worked out final language on the subject of remedies for breach. Section 24.02 deals with breaches which justify drastic action. Section 24.03 was intended by SWBT to deal with notice and opportunity to cure breaches, including those breaches requiring less drastic remedies than those specified in Section 24.02.]</i></p>
26.00	<p>Applicability. AT&T does not agree to the provisions of Sections 26.01 - 26.05 of this Appendix. AT&T and SWBT agree, however, that the effective date and term sections of this Appendix shall be superseded by the effective date and term provisions of the Agreement. <i>[The document still includes Sections 26.04 and 26.05 dealing with elective termination. The parties have not agreed on the disposition of those sections. SWBT wants them in; AT&T does not. This section is incomplete in that it does not state whether Sections 26.04 and 26.05 are or are not superseded.]</i></p>
	<p>Exhibit I.</p> <p>Exhibit I includes the following text: <u>"Conduit occupancy rates shown are for full-sized ducts. Occupancy of inner-ducts will be at fractional rates proportionate to the number of inner-ducts contained in the full-sized duct."</u></p> <p><i>[SWBT does not agree to Exhibit I and submits that portions of that Exhibit are in conflict with the parties' stipulation. Other portions refer to rates in states not subject to the present proceeding. The applicable Stipulation states, "Annual 'license fee' for the use of the space in Texas at \$2.85/year per pole attachment, \$0.63/ft per year for a full-size conduit, and \$0.315/ft per year for an inner-duct (i.e. half duct rate)."]</i></p>
	<p>Exhibit IV. <i>[AT&T submitted a version which needs to be updated to conform to the main agreement. The version submitted was the last version then available to AT&T.]</i></p>
	<p>Exhibit V. <i>[AT&T submitted a version which needs to be updated to conform to the main agreement. The version submitted was the last version then available to AT&T.]</i></p>
	<p>ATTACHMENT 14: INP</p>
8.1	<p><u>Where a Party has activated more than half of an NXX and the remaining numbers in that NXX are either unassigned or reserved for future use, at the request of that Party it may elect to employ NXX Migration. NXX Migration will be provided by utilizing reassignment of the NXX to the requesting Party through the Local Exchange Routing Guide (LERG).</u></p>
	<p>ATTACHMENT 15: 911 - No Issues</p>
	<p>ATTACHMENT 16: NETWORK SECURITY - No Issues</p>
	<p>ATTACHMENT 17: PERFORMANCE CRITERIA</p>
1.1.2	<p><u>Specified Activity means any activity performed under this Agreement as to which the Agreement sets forth Performance Criteria, or processes designed to formulate Performance Criteria, as described more fully in Section 1.1.3 below.</u></p>
1.1.3	<p><u>Various portions of this Agreement contain provisions covering Performance Criteria and related performance data or measures associated with Specified Activities covered by this</u></p>